

RECEIVED

AUG 21 2014

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF LANCASTER COUNTY, NEBRASKA

LANCASTER COUNTY  
CLERK

A RESOLUTION APPROVING (A) THE )  
ISSUANCE, SALE AND DELIVERY BY )  
LANCASTER COUNTY FAIRGROUNDS JOINT )  
PUBLIC AGENCY OF NOT TO EXCEED )  
\$9,900,000 AGGREGATE )  
PRINCIPAL AMOUNT LIMITED TAX FACILITY )  
BONDS, SERIES 2014; (B) THE ACQUISITION, )  
CONSTRUCTION, EQUIPPING AND )  
FURNISHING OF ADDITIONS AND )  
IMPROVEMENTS TO THE EXISTING )  
FACILITIES OF THE LANCASTER COUNTY )  
FAIRGROUNDS; (C) AMEND THE JOINT )  
PUBLIC AGENCY AGREEMENT; AND )  
(D) RELATED MATTERS. )

RESOLUTION NO. R-14-0054

BE IT RESOLVED by the Board of Commissioners (the "**Board**") of The County of Lancaster, in the State of Nebraska (the "**County**"), as follows:

**Section 1.** The Board hereby finds and determines as follows:

(a) Pursuant to the provisions of the Joint Public Agency Act (Chapter 13, Article 25, Reissue Revised Statutes of Nebraska, as amended, the "**JPA Act**"), the County has previously executed and delivered the Joint Public Agency Agreement Creating the Lancaster County Fairgrounds Joint Public Agency, dated October 17, 2000 (the "**JPA Agreement**") between the County and the Lancaster County Agricultural Society (the "**Society**") for the purpose of creating the Lancaster County Fairgrounds Joint Public Agency (the "**Agency**") to acquire land and construct capital improvements thereon for the establishment and expansion of the Lancaster County Fairgrounds (the "**Fairgrounds**"), operated and managed by the Society.

(b) The Agency has, with the consent of the County, issued \$9,440,000 original aggregate principal amount of its Limited Tax Facility Bonds, Series 2007, dated October 17, 2007 (the "**Series 2007 Bonds**") to redeem the Agency's outstanding aggregate principal amount of its Limited Tax Facility Bonds, Series 2000, dated December 20, 2000 and to pay the costs of acquiring and constructing additions and other improvements to the Lancaster County Fairgrounds (the improvements financed and refinanced with proceeds of the Series 2007 Bonds are herein referred to as the "**Existing Project**"), payable solely from the proceeds of taxes levied by the Agency pursuant to the provisions of the JPA Act and the JPA Agreement in an amount not to exceed 3.5¢ on each \$100 of taxable valuation of all the taxable property in the County.

(c) The Society, the Agency and the County (collectively, the "**Participants**") have determined that it is necessary, desirable, advisable and in the best interests of the Participants that (1) the Agency make certain improvements to the Initial Project at a cost of not more than the \$2,770,000 to be paid from bond proceeds, which improvements may include, without limitation, various facility improvements, including the following: enhanced interior and exterior lighting; installation of upgraded wireless internet and security equipment throughout the entire facility; additional concession and kitchen equipment; a new building to accommodate storage of facility equipment and house the maintenance and

operations division; expanded campground facilities; and improvements to the existing buildings making up the Lancaster Event Center in order to better accommodate the annual Lancaster County Super Fair and year-round large national and regional trade events and horse and livestock shows (collectively, the **"2014 Project"**), (2) the Agency issue its bonds in an aggregate principal amount not to exceed \$9,900,000 (the **"Series 2014 Bonds"**) for the purposes of paying the cost of the 2014 Project and refinancing the Series 2007 Bonds, (3) the Agency levy taxes in an amount sufficient to pay the principal or redemption price of and interest on the Series 2014 Bonds, which levy amount shall not exceed 3.5¢ on each \$100 of taxable valuation of all the taxable property in the County, and is not presently expected (based upon the current taxable valuation of all taxable property in the County) to exceed 0.34¢ on each \$100 of taxable valuation of all the taxable property in the County.

(d) The Society and the County, at the request of the Agency, have determined that it is necessary, desirable and in the best interests of the Participants that the JPA Agreement be amended and restated in order to clarify certain provisions related to the Agency's purposes.

(d) The JPA Agreement requires (1) the presentation to and approval by the Board of the issuance of any bonds or other forms of indebtedness by the Agency, (2) the affirmative vote of 4 members of the Agency board for the planning, contracting for, acquiring, insuring, and all other aspects of the capital improvements to be constructed or installed upon the Fairgrounds and (3) that the representatives of the Agency board appointed by the County vote as directed by the Board whenever 4 affirmative votes are required for any action by the Agency.

(e) There have been presented to the Board the following documents:

(1) Bond Resolution of the Agency authorizing the issuance of not to exceed \$9,900,000 aggregate principal amount of the Agency's Limited Tax Facility Bonds, Series 2014 for the purpose of paying the costs of the 2014 Project and refinancing the Series 2007 Bonds.

(2) Acknowledgement to the Continuing Disclosure Undertaking of the Agency wherein the County acknowledges and agrees that it will annually provide certain information regarding the County to assist the Agency in complying with the Agency's continuing disclosure undertaking with respect to the Series 2014 Bonds.

(3) Amended and Restated Joint Public Agency Agreement creating the Lancaster County Fairgrounds Joint Public Agency between the County and the Society, amending and restating the JPA Agreement to clarify provisions related to the Agency's purposes (the **"Amended and Restated JPA Agreement"**).

**Section 2.** The Board hereby (a) approves the execution and delivery of the Amended and Restated JPA Agreement, (b) approves the issuance of the Series 2014 Bonds pursuant to the Bond Resolution for the purposes stated therein, (c) approves the execution and delivery of the Acknowledgment to the Continuing Disclosure Undertaking of the Agency in connection with the issuance of the Bonds; and (d) directs the representatives of the Agency board appointed by the County to vote in favor of the 2014 Project, the Bond Resolution of the Agency authorizing the issuance of the Series 2014 Bonds and any other action as may be necessary or appropriate to carry out the intent of this Resolution.

**Section 3.** The County shall, and the officers, agents and employees of the County are hereby authorized and directed to, take such further action, and to approve and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the

intent of this Resolution, and to carry out, comply with and perform the duties of the County as provided in this Resolution.

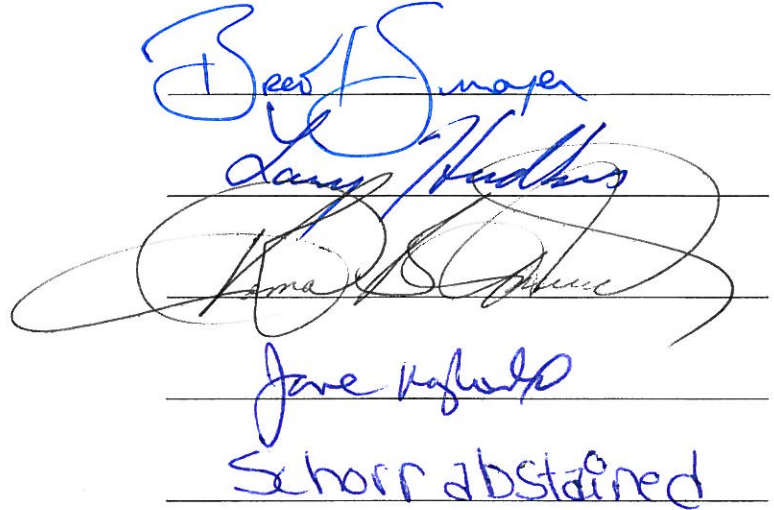
**Section 4.** All prior resolutions of the Board or any parts thereof in conflict with all or any part of this Resolution are hereby repealed to the extent of such conflict.

**Section 5.** This Resolution shall take effect and be in full force immediately after its adoption by the Board.

*[The remainder of this page intentionally left blank.]*

**PASSED AND ADOPTED** this 26<sup>th</sup> day of August, 2014, at Lincoln, Lancaster County, Nebraska.

**BY THE BOARD OF COMMISSIONERS OF  
THE COUNTY OF LANCASTER, NEBRASKA**

  
The block contains five handwritten signatures in blue ink, each on a horizontal line. From top to bottom: 1. A signature that appears to be 'Brent Smay'. 2. A signature that appears to be 'Larry Hudkins'. 3. A large, stylized signature that appears to be 'Anna B. [unclear]'. 4. A signature that appears to be 'Jane [unclear]'. 5. The text 'Schorr abstained'.

APPROVED AS TO FORM  
this 25 day of August, 2014.

  
(Deputy) County Attorney



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**CONTINUING DISCLOSURE UNDERTAKING**

Dated Aug 26, 2014

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**By**

**LANCASTER COUNTY FAIRGROUNDS  
JOINT PUBLIC AGENCY**

**IN THE STATE OF NEBRASKA**

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**\$9,385,000**

**Lancaster County Fairgrounds Joint Public Agency  
Limited Tax Facility Bonds  
Series 2014**

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## CONTINUING DISCLOSURE UNDERTAKING

This **CONTINUING DISCLOSURE UNDERTAKING** dated Aug. 26, 2014 (this "**Disclosure Undertaking**"), is executed and delivered by the **LANCASTER COUNTY FAIRGROUNDS JOINT PUBLIC AGENCY** (the "**Issuer**").

### RECITALS

1. This Disclosure Undertaking is executed and delivered by the Issuer in connection with the issuance by the Issuer of **\$9,385,000 Limited Tax Facility Bonds, Series 2014** (the "**Bonds**"), pursuant to a resolution adopted by the governing body of the Issuer (the "**Resolution**").

2. The Issuer is entering into this Disclosure Undertaking for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission (the "**Rule**"). The Issuer is the only "**obligated person**" with responsibility for continuing disclosure hereunder.

In consideration of the mutual covenants and agreements herein, the Issuer covenants and agrees as follows:

**Section 1. Definitions.** In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"**Annual Report**" means any Annual Report filed by the Issuer pursuant to, and as described in, **Section 2** of this Disclosure Undertaking.

"**Beneficial Owner**" means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"**Business Day**" means a day other than (a) a Saturday, Sunday, or legal holiday, (b) a day on which banks located in the city in which the designated payment office of the paying agent for the Bonds is located is required or authorized by law to remain closed, or a day on which the Securities Depository or the New York Stock Exchange is closed.

"**EMMA**" means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at [www.emma.msrb.org](http://www.emma.msrb.org).

"**Fiscal Year**" means the 12-month period beginning on **July 1** and ending on **June 30** or any other 12-month period selected by the Issuer as the Fiscal Year of the Issuer for financial reporting purposes.

"**Material Events**" means any of the events listed in **Section 3** of this Disclosure Undertaking.

"**MSRB**" means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

**“Participating Underwriter”** means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with offering of the Bonds.

**“Rule”** means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

## **Section 2. Provision of Annual Reports.**

(a) The Issuer shall not later than **240** days after the end of the Issuer’s Fiscal Year, commencing with the year ending June 30, 2014, file with the MSRB, through EMMA, the following financial information and operating data (the **“Annual Report”**):

(1) The audited financial statements of the Issuer for the prior Fiscal Year, for the prior fiscal year, which may be contained in the audited financial statements for the Lancaster County Agricultural Society as a component unit of the Lancaster County Agricultural Society, prepared in accordance with generally accepted accounting principles in the United States of America.. If audited financial statements are not available by the time the Annual Report is required to be filed pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be filed in the same manner as the Annual Report promptly after they become available.

(2) Updates for the prior year of the financial information and operating data contained in Appendix A to the final Official Statement, which is customarily prepared and publicly available.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an **“obligated person”** (as defined by the Rule), which have been filed with the MSRB and is available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The Issuer shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Material Event under **Section 3**.

(b) In addition to the foregoing requirements of this Section, the Issuer agrees to provide copies of the most recent Annual Report to any requesting Beneficial Owner or prospective Beneficial Owner, but only after the same has been filed with the MSRB.

**Section 3. Reporting of Material Events.** No later than 10 business days after the occurrence of any of the following events, the Issuer shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds (**“Material Events”**):

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions; the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of bondholders, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Issuer;
- (13) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) appointment of a successor or additional trustee or the change of name of the trustee, if material.

If the Issuer has not submitted the Annual Report to the MSRB by the date required in **Section 2(a)**, the Issuer shall send a notice to the MSRB of the failure of the Issuer to file on a timely basis the Annual Report, which notice shall be given by the Issuer in accordance with this **Section 3**.

**Section 4. Termination of Reporting Obligation.** The Issuer's obligations under this Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the Issuer's obligations under this Disclosure Undertaking are assumed in full by some other entity, such person shall be responsible for compliance with this Disclosure Undertaking in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination or substitution in the same manner as for a Material Event under **Section 3**.

**Section 5. Dissemination Agents.** The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Undertaking and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign as dissemination agent hereunder at any time upon **30** days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the Issuer pursuant to this Disclosure Undertaking.

**Section 6. Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Undertaking, the Issuer may amend this Disclosure Undertaking and any provision of this Disclosure Undertaking may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the Issuer with its written opinion that the undertaking of the Issuer contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and

all current amendments thereto and interpretations thereof that are applicable to this Disclosure Undertaking.

If a provision of this Disclosure Undertaking is amended or waived, the Issuer shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under **Section 3**, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

**Section 7. Additional Information.** Nothing in this Disclosure Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Undertaking. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is specifically required by this Disclosure Undertaking, the Issuer shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

**Section 8. Default.** If the Issuer fails to comply with any provision of this Disclosure Undertaking, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an event of default under the Resolution or the Bonds, and the sole remedy under this Disclosure Undertaking in the event of any failure of the Issuer to comply with this Disclosure Undertaking shall be an action to compel performance.

**Section 9. Beneficiaries.** This Disclosure Undertaking shall inure solely to the benefit of the Issuer, the Participating Underwriter, and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

**Section 10. Severability.** If any provision in this Disclosure Undertaking, the Resolution or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 11. Electronic Transactions.** The arrangement described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 12. Governing Law.** This Disclosure Undertaking shall be governed by and construed in accordance with the laws of the State of Nebraska.



**IN WITNESS WHEREOF**, the Issuer has caused this Disclosure Undertaking to be executed as of the day and year first above written.

**LANCASTER COUNTY FAIRGROUNDS  
JOINT PUBLIC AGENCY**

By:  \_\_\_\_\_  
Chair

## ACKNOWLEDGEMENT OF LANCASTER COUNTY, NEBRASKA

The County of Lancaster, in the State of Nebraska, (the "County"), a member of the Lancaster County Fairgrounds Joint Public Agency, acknowledges receipt of a copy of this Continuing Disclosure Undertaking and agrees to update and provide the information described in Section 2(a)(2) of this Continuing Disclosure Undertaking by not later than 235 days following the end of the Issuer's fiscal year. In the event the County fails to perform its obligations under this Acknowledgment, the sole remedy of the Issuer shall be an action to compel performance.

Dated this 26 day of August, 2014.

THE COUNTY OF LANCASTER, IN THE  
STATE OF NEBRASKA

By:   
Chair

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**BOND RESOLUTION**

**OF**

**LANCASTER COUNTY FAIRGROUNDS JOINT PUBLIC AGENCY  
IN THE STATE OF NEBRASKA**

**PASSED  
August 26, 2014**

**NOT TO EXCEED  
\$9,900,000  
LIMITED TAX FACILITY BONDS, SERIES 2014**

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## **Resolution**

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# LANCASTER COUNTY FAIRGROUNDS JOINT PUBLIC AGENCY

## BOND RESOLUTION

**A RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$9,900,000 AGGREGATE PRINCIPAL AMOUNT OF LIMITED TAX FACILITY BONDS, SERIES 2014; PRESCRIBING THE FORM AND DETAILS OF SUCH BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SUCH BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH**

---

**BE IT RESOLVED BY THE BOARD OF LANCASTER COUNTY FAIRGROUNDS JOINT PUBLIC AGENCY IN THE STATE OF NEBRASKA, AS FOLLOWS:**

### FINDINGS AND DETERMINATIONS

The Board (the **"Board"**) of Lancaster County Fairgrounds Joint Public Agency in the State of Nebraska (the **"Agency"**) hereby finds and determines as follows:

1. The Agency has been duly organized by The County of Lancaster, Nebraska (the **"County"**) and the Lancaster County Agricultural Society (the **"Society"**) pursuant to the provisions of the Joint Public Agency Act (Chapter 13, Article 25, Reissue Revised Statutes of Nebraska, as amended, **"Act"**) and the Amended and Restated Lancaster County Fairgrounds Joint Public Agency Agreement dated August 21, 2014 (the **"JPA Agreement"**) between the County and the Society (together, the **"Participants"**), and is validly existing as a joint public agency of the State of Nebraska (the **"State"**). The Nebraska Secretary of State has issued a Certificate of Creation and notice of the issuance thereof has been published as required by the Act.

2. The Agency is organized for the purpose of providing financing to acquire land and to acquire and construct buildings and facilities for the Lancaster County Fairgrounds and to acquire related equipment and furnishings.

3. Pursuant to the JPA Agreement, the Society has irrevocably allocated and assigned to the Agency, for the period beginning July 1, 2001 and ending on the date upon which all of the bonds herein authorized (the **"Bonds"**) are no longer deemed to be outstanding and unpaid hereunder, its authority to cause the levy of taxes for the purpose of paying the costs of capital improvements pursuant to Section 2-259, Reissue Revised Statutes of Nebraska, as amended, amount not to exceed 3.5¢ on each \$100 of taxable valuation (the **"Levy"**) solely for the purpose of paying the principal or redemption price of and interest on the Bonds.

4. Pursuant to the provisions of the Act and the JPA Agreement, the Agency has previously issued \$9,440,000 aggregate principal amount of its Limited Tax Facility Bonds, Series 2007, dated October 17, 2007 (the **"Series 2007 Bonds"**), payable from the Levy, which were issued to redeem the Agency's outstanding Limited Tax Facility Bonds, Series 2000, dated December 20, 2000 and pay the costs of acquiring and constructing additions and other improvements to the Lancaster County Fairgrounds (the

improvements financed and refinanced with proceeds of the Series 2007 Bonds are herein referred to as the **“Existing Project”**).

5. It is necessary, desirable, advisable and in the best interests of the Agency and the Participants, that the Agency (a) make various improvements to the Existing Project, which may include, without limitation, the following facility improvements: enhanced interior and exterior lighting; installation of upgraded wireless internet and security equipment throughout the entire facility; additional concession and kitchen equipment; a new building to accommodate storage of facility equipment and house the maintenance and operations division; expanded campground facilities; and improvements to the existing buildings making up the Lancaster Event Center in order to better accommodate the annual Lancaster County Super Fair and year-round large national and regional trade events and horse and livestock shows (collectively, the **“2014 Project”**) and (b) issue bonds (the **“Series 2014 Bonds”**) for the purposes of paying the costs of the 2014 Project and refinancing the Series 2007 Bonds maturing on and after December 15, 2014 to provide for substantially level debt service for the Agency and (c) levy taxes in an amount sufficient to pay the principal or redemption price of and interest on the Series 2014 Bonds, which levy amount is not presently expected (based upon the current taxable valuation of all taxable property in the County) to exceed 0.34¢ on each \$100 of taxable valuation of all the taxable property in the County.

6. All conditions, acts, and things required by law to exist or to be done precedent to the issuance of the Series 2014 Bonds to exist and have been done in due form and time as required by law.

## **ARTICLE I**

### **DEFINITIONS**

**Section 101. Definitions of Words and Terms.** In addition to words and terms defined elsewhere herein, the following words and terms used in this Resolution have the following meanings:

**“Act”** means Chapter 13, Article 25, Reissue Revised Statutes of Nebraska, as amended.

**“Agency”** means Lancaster County Fairgrounds Joint Public Agency in the State of Nebraska.

**“Beneficial Owner”** means any Person that (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2014 Bonds (including persons holding Series 2014 Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Series 2014 Bonds for federal income tax purposes.

**“Bond Counsel”** means Gilmore & Bell, P.C., or other attorney or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the Agency.

**“Bond Purchase Agreement”** means the Bond Purchase Agreement between the Agency and the Purchaser.

**“Bond Register”** means the books for the registration, transfer and exchange of Series 2014 Bonds kept at the office of the Paying Agent.

**“Business Day”** means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

**“Cede & Co.”** means Cede & Co., as nominee of The Depository Trust Company, New York, New York.

**“Code”** means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

**“Construction Fund”** means the fund by that name referred to in **Section 501** hereof.

**“Continuing Disclosure Agreement”** means the Continuing Disclosure Agreement executed by the Agency, dated the date of delivery of the Series 2014 Bonds, as originally executed and as amended from time to time in accordance with its terms.

**“Debt Service Fund”** means the fund by that name referred to in **Section 501** hereof.

**“Defaulted Interest”** means interest on any Series 2014 Bond which is payable but not paid on any Interest Payment Date.

**“Defeasance Obligations”** means any of the following obligations:

(a) Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (A) not subject to redemption prior to maturity or (B) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or Government Obligations that may be applied only to principal or redemption price of and interest payments on such obligations;

(3) such cash and the principal of and interest on such Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust; and

(5) such cash and Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent.

**“Designated Office”** means the corporate trust administration office maintained by the Paying Agent at which the Paying Agent discharges its obligations under this Resolution and which may be changed by the Paying Agent upon written notice to the Agency and to each Registered Owner.

**“Facilities Agreement”** means the Amended and Restated Facilities Agreement dated the date of its execution and delivery between the Agency and the Society, governing the acquisition, construction, equipping, furnishing, operation and management of improvements on the Lancaster County Fairgrounds.

**“Government Obligations”** means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Agency.

**“Interest Payment Date”** means June 15 and December 15 of each year beginning December 15, 2014.

**“Maturity”** when used with respect to any Series 2014 Bond means the date on which the principal of such Series 2014 Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for optional or mandatory redemption or otherwise.

**“Outstanding”** means, when used with reference to the Series 2014 Bonds, as of any particular date of determination, all Series 2014 Bonds theretofore authenticated and delivered hereunder, except the following Series 2014 Bonds:

(a) Series 2014 Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Series 2014 Bonds deemed to be paid in accordance with the provisions of **Section 701** hereof; and

(c) Series 2014 Bonds in exchange for or in lieu of which other Series 2014 Bonds have been authenticated and delivered hereunder.

**“Participants”** means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

**“Paying Agent”** means Union Bank & Trust Company and any successors or assigns.

**“Permitted Investments”** means any of the following securities, if and to the extent the same are at the time legal for investment of the Agency’s funds:

(a) Government Obligations;

(b) bonds, notes or other obligations of the State, or any political subdivision of the State, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) obligations of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal

Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, Farmers Home Administration and Federal Home Loan Mortgage Corporation;

(d) repurchase agreements with any bank, bank holding company, trust company, or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a), (b) or (c) above and that have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreement and are held in a custodial or trust account for the benefit of the Agency; and

(e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c), inclusive, which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits.

**“Person”** means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

**“2014 Project”** means various improvements to the Existing Project, which may include, without limitation, the following facility improvements: enhanced interior and exterior lighting; installation of upgraded wireless internet and security equipment throughout the entire facility; additional concession and kitchen equipment; a new building to accommodate storage of facility equipment and house the maintenance and operations division; expanded campground facilities; and improvements to the existing buildings making up the Lancaster Event Center in order to better accommodate the annual Lancaster County Super Fair and year-round large national and regional trade events and horse and livestock shows.

**“Purchaser”** means Ameritas Investment Corp., the original purchaser of the Series 2014 Bonds.

**“Record Date”** for the interest payable on any Interest Payment Date means the last Business Day of the month next preceding the month in which an Interest Payment Date occurs.

**“Redemption Date”** when used with respect to any Series 2014 Bond to be redeemed means the date fixed for the redemption of such Series 2014 Bond pursuant to the terms of this Resolution.

**“Redemption Price”** when used with respect to any Series 2014 Bond to be redeemed means the price at which such Series 2014 Bond is to be redeemed pursuant to the terms of this Resolution.

**“Refunded Bonds”** means the Series 2007 Bonds maturing on and after December 15, 2014.

**“Registered Owner”** when used with respect to any Series 2014 Bond means the Person in whose name such Series 2014 Bond is registered on the Bond Register.

**“Replacement Bonds”** means Series 2014 Bonds issued to Beneficial Owners in accordance with Section 207.

**“Resolution”** means this Resolution adopted by the governing body of the Agency, authorizing the issuance of the Series 2014 Bonds, as amended from time to time.



**“2007 Resolution”** means the resolution adopted by the governing body of the Agency on September 6, 2007 authorizing the issuance of the Series 2007 Bonds.

**“Securities Depository”** means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

**“Series 2007 Bonds”** means the Limited Tax Facility Bonds, Series 2007, dated October 17, 2007, authorized and issued by the Agency pursuant to the 2007 Resolution.

**“Series 2014 Bonds”** means the Limited Tax Facility Bonds, Series 2014, dated the date of delivery thereof, authorized and issued by the Agency pursuant to this Resolution.

**“Special Record Date”** means the date fixed by the Paying Agent pursuant to **Section 204** for the payment of Defaulted Interest.

**“Stated Maturity”** means, when used with respect to any Series 2014 Bond, the date specified in such Series 2014 Bond and this Resolution as the fixed date on which the principal of such Series 2014 Bond is due and payable.

**“Tax Certificate”** means the Federal Tax Certificate executed and delivered by the Agency in connection with the issuance of the Series 2014 Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

**“United States”** means the United States of America.

## ARTICLE II

### AUTHORIZATION OF SERIES 2014 BONDS

**Section 201. Authorization of Series 2014 Bonds.** The Agency is hereby authorized and directed to issue the Series 2014 Bonds in an aggregate principal amount not to exceed \$9,900,000 to (a) refund the Refunded Bonds, (b) pay the costs of the 2014 Project and (c) to pay the costs of issuing the Series 2014 Bonds.

**Section 202. Description of Series 2014 Bonds.** The Series 2014 Bonds shall consist of fully registered bonds, numbered from R-1 upward in order of issuance, in denominations of \$5,000 or any integral multiple thereof. The Series 2014 Bonds shall be in substantially the form set forth in **Exhibit A** attached hereto and shall be subject to registration, transfer and exchange as provided in **Section 205** hereof. All of the Series 2014 Bonds shall be dated the date of delivery thereof, shall become due and payable serially in the amounts on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in **Article III** hereof, and shall bear interest at the rates per annum, as determined by the Chair in accordance with the provisions of **Section 212**.

The Series 2014 Bonds shall bear interest (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for.

Each of the Series 2014 Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be in substantially the form set forth in **Exhibit A** attached hereto.

**Section 203. Designation of Paying Agent.** The Agency hereby designates the Paying Agent as its paying agent for the payment of principal of and interest on the Series 2014 Bonds and bond registrar with respect to the registration, transfer and exchange of Series 2014 Bonds. The Paying Agent shall serve in such capacities under the terms of an agreement entitled “Bond Registrar and Paying Agent Agreement” between the Agency and the Paying Agent (the “**Registrar Agreement**”), in the form attached hereto as **Exhibit B**, which is hereby ratified and approved. The Chair and Secretary are hereby authorized to execute the Registrar Agreement in substantially the form presented but with such changes as they shall deem appropriate or necessary.

The Agency will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The Agency reserves the right to appoint a successor Paying Agent by (a) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (b) causing notice of the appointment of the successor Paying Agent to be given by first-class mail to each Registered Owner. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

Every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company organized and doing business under the laws of the United States or of a state of the United States, authorized under such laws to exercise trust powers and subject to supervision or examination by federal or state regulatory authority.

**Section 204. Method and Place of Payment of Series 2014 Bonds.** The principal or Redemption Price of and interest on the Series 2014 Bonds shall be payable in any coin or currency of the United States that on the respective dates of payment thereof is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Series 2014 Bond shall be paid at Maturity by check or draft to the Person in whose name such Series 2014 Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Series 2014 Bond at the Designated Office of the Paying Agent.

The interest payable on each Series 2014 Bond on any Interest Payment Date shall be paid to the Registered Owner of such Series 2014 Bond as shown on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register.

Notwithstanding the foregoing provisions of this **Section 204**, any Defaulted Interest with respect to any Series 2014 Bond shall cease to be payable to the Registered Owner of such Series 2014 Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Series 2014 Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as specified in this paragraph. The Agency shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Series 2014 Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date

of the proposed payment. The Paying Agent shall promptly notify the Agency of such Special Record Date and, in the name and at the expense of the Agency, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first-class mail, postage prepaid, to each Registered Owner of a Series 2014 Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of the payment of principal or Redemption Price of and interest on all Series 2014 Bonds and at least annually shall forward a copy or summary of such records to the Agency.

**Section 205. Registration, Transfer and Exchange of Series 2014 Bonds.** The Agency covenants that, as long as any of the Series 2014 Bonds remain Outstanding, it will cause the Bond Register to be kept at the Designated Office. Each Series 2014 Bond when issued shall be registered in the name of the Registered Owner thereof on the Bond Register.

Series 2014 Bonds may be transferred and exchanged only on the Bond Register as provided in this **Section 205**. Upon surrender of any Series 2014 Bond at the Designated Office, the Paying Agent shall transfer or exchange such Series 2014 Bond for a new Series 2014 Bond or Series 2014 Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Series 2014 Bond that was presented for transfer or exchange. Series 2014 Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Series 2014 Bonds is exercised, the Paying Agent shall authenticate and deliver Series 2014 Bonds in accordance with the provisions of this Resolution. The Agency shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Series 2014 Bonds provided for by this Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Series 2014 Bonds. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Series 2014 Bonds.

The Agency and the Paying Agent shall not be required (a) to register the transfer or exchange of any Series 2007 Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to **Section 303** hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption, or (b) to register the transfer or exchange of any Series 2014 Bond during a period beginning at the opening of business on the day after receiving written notice from the Agency of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204**.

The Agency and the Paying Agent may deem and treat the Person in whose name any Series 2014 Bond is registered on the Bond Register as the absolute owner of such Series 2014 Bond, whether such Series 2014 Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on such Series 2014 Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and

effective to satisfy and discharge the liability upon such Series 2014 Bond to the extent of the sum or sums so paid, and neither the Agency nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in aggregate principal amount of the Series 2014 Bonds then Outstanding or any designated representative of such Registered Owners whose authority is evidenced to the satisfaction of the Paying Agent.

**Section 206. Execution, Registration, Authentication and Delivery of Series 2014 Bonds.**

Each of the Series 2014 Bonds, including any Series 2014 Bonds issued in exchange or as substitutions for the Series 2014 Bonds initially delivered, shall be signed by the manual or facsimile signature of the Chair and attested by the manual or facsimile signature of the Secretary. In case any officer whose signature appears on any Series 2014 Bond ceases to be such officer before the delivery of such Series 2014 Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Series 2014 Bond may be signed by such persons who at the actual time of the execution of such Series 2014 Bond are the proper officers to sign such Series 2014 Bond although at the date of such Series 2014 Bond such persons may not have been such officers.

The Chair and Secretary are hereby authorized and directed to prepare and execute the Series 2014 Bonds in the manner herein specified, and, when duly executed and registered, to deliver the Series 2014 Bonds to the Paying Agent for authentication.

The Series 2014 Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A** attached hereto, which shall be manually executed by an authorized officer or employee of the Paying Agent, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Series 2014 Bonds that may be issued hereunder at any one time. No Series 2014 Bond shall be entitled to any security or benefit under this Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Series 2014 Bond shall be conclusive evidence that such Series 2014 Bond has been duly authenticated and delivered under this Resolution. Upon authentication, the Paying Agent shall deliver the Series 2014 Bonds to the Purchaser upon payment of the purchase price of the Series 2014 Bonds plus accrued interest thereon to the date of their delivery.

**Section 207. Mutilated, Destroyed, Lost and Stolen Series 2014 Bonds.** If (a) any mutilated Series 2014 Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Series 2014 Bond, and (b) there is delivered to the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the Paying Agent that such Series 2014 Bond has been acquired by a bona fide purchaser, the Agency shall execute and, upon the Agency's request, the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Series 2014 Bond, a new Series 2014 Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Series 2014 Bond has become or is about to become due and payable, the Agency, in its discretion, may pay such Series 2014 Bond instead of issuing a new Series 2014 Bond.

Upon the issuance of any new Series 2014 Bond under this **Section 207**, the Agency may require the payment by the Registered Owner of an amount sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.



Every new Series 2014 Bond issued pursuant to this **Section 207** shall constitute a replacement of the prior obligation of the Agency, and shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Series 2014 Bonds.

**Section 208. Cancellation and Destruction of Series 2014 Bonds Upon Payment.** All Series 2014 Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Series 2014 Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Agency.

**Section 209. Book-Entry Series 2014 Bonds; Securities Depository.**

(a) The Series 2014 Bonds shall initially be registered to Cede & Co., as nominee for the Securities Depository, and no Beneficial Owner will receive any certificate representing its respective interest(s) in the Series 2014 Bonds, except in the event the Paying Agent issues Replacement Bonds as provided in **Section 209(b)**. It is anticipated that during the term of the Series 2014 Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of the principal or Redemption Price of and interest on the Series 2014 Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the Beneficial Owners as described in **Section 209(b)**.

(b) (1) If the Agency determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Series 2014 Bonds being issued to any Registered Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Series 2014 Bonds, or (2) if the Paying Agent receives written notice from Participants having interests in not less than 50% in aggregate principal amount of the Series 2014 Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Series 2014 Bonds being issued to any Registered Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Series 2014 Bonds, then the Paying Agent shall notify the Registered Owners of such determination or such notice and of the availability of certificates to Registered Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under this **Section 209(b)(1)(A)** or **(1)(B)**, the Agency, with the consent of the Paying Agent, may select a successor securities depository in accordance with **Section 209(c)** hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Series 2014 Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Agency, the Paying Agent or Registered Owners are unable to locate a qualified successor of the Securities Depository in accordance with **Section 209(c)** hereof, then the Paying Agent shall authenticate and cause delivery of Replacement Bonds to Registered Owners as provided herein. The Paying Agent may rely on information from the Securities Depository and its



Participants as to the names of the Beneficial Owners of the Series 2014 Bonds. The cost of printing Replacement Bonds shall be paid for by the Agency.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the Agency may appoint a successor Securities Depository provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Series 2014 Bond or Series 2014 Bonds for cancellation shall cause the delivery of Series 2014 Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

**Section 210. Preliminary and Final Official Statement.** The Preliminary Official Statement, in the form attached hereto as **Exhibit C**, is hereby ratified and approved, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement with such changes and additions thereto as are necessary to conform to and describe the transaction. The use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Series 2014 Bonds is hereby authorized. The proper officials of the Agency are hereby authorized to deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Series 2014 Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the Agency hereby deems the information regarding the Agency contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the Agency are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such Rule.

The Agency agrees to provide to the Purchaser within seven Business Days of the date of the sale of the Series 2014 Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

**Section 211. Sale of Series 2014 Bonds.** The Chair is hereby authorized to enter into the Bond Purchase Agreement between the Agency and the Purchaser in substantially the form attached hereto as **Exhibit D**, under which the Agency agrees to sell the Series 2014 Bonds to the Purchaser at the purchase price specified in the Bond Purchase Agreement, upon the terms and conditions set forth therein and with such changes therein as shall be approved by the Chair, which officer is hereby authorized to execute the Bond Purchase Agreement for and on behalf of the Agency, such officer's signature thereon being conclusive evidence of his or her approval thereof.

**Section 212. Determination of Terms and Provisions of Series 2014 Bonds.** The Chair or the Vice Chair shall determine and fix (a) the dated date, which shall not be later than December 31, 2014; (b) the aggregate principal amount of the Series 2014 Bonds, including the principal amounts of the respective serial bonds and term bonds of the Series 2014 Bonds; provided, however, the aggregate principal amount of the Series 2014 Bonds shall not exceed \$9,900,000; (c) the rate or rates of interest to be borne by each maturity of Series 2014 Bonds, such that the Series 2014 Bonds shall not have a true interest cost in excess

of 4.00% per annum, calculated on the basis of a 360-day year consisting of twelve 30-day months; (d) the principal amount of each Series 2014 Bond maturing in each year; (e) the mandatory sinking fund redemption dates and amount with respect to the Series 2014 Bonds in each year for which the Chair or Vice Chair determines that a mandatory sinking fund redemption shall be made; (f) the dates upon which the Series 2014 Bonds will be subject to redemption at the option of the Agency and the Redemption Price of the Series 2014 Bonds, which shall not exceed 104% of the principal amount being redeemed; (g) the final maturity date of the Series 2014 Bonds which shall be not later than December 31, 2033; and (h) the date upon which the Refunded Bonds will be called for payment and redemption and the form and contents of the notice of redemption to be given by the paying agent for the Refunded Bonds.

### ARTICLE III

#### REDEMPTION OF SERIES 2014 BONDS

##### Section 301. Optional and Mandatory Redemption of Series 2014 Bonds.

(a) **Optional Redemption by Agency.** At the option of the Agency, Series 2014 Bonds or portions thereof may be called for redemption and payment prior to their Stated Maturity at any time on or after the date determined by the Chair or Vice Chair in accordance with the provisions of **Section 212**, as a whole or in part at Redemption Prices determined by the Chair or Vice Chair in accordance with the provisions of **Section 212**, plus accrued interest thereon to the Redemption Date.

(b) **Mandatory Redemption.** Any Bonds subject to subject to mandatory redemption and payment prior to Stated Maturity pursuant as determined pursuant to **Section 212** shall be subject to the mandatory redemption requirements of this **Section 301(b)** at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in **Article IV** hereof which are to be deposited into the Debt Service Fund shall be sufficient to redeem, and the Agency shall redeem on such date or dates in each year determined pursuant to **Section 212**, the principal amounts of such term bonds as determined pursuant to **Section 212**.

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the Agency may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on such mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on such mandatory Redemption Date from any Registered Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the Agency under this Section for any Term Bonds subject to mandatory redemption on such mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection (b)) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection (b). Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the Agency to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity in chronological order, and the principal amount of Term Bonds of the same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the Agency intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the Agency will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the

provisions of clauses (1), (2) and (3) are to be complied with respect to such mandatory redemption payment.

**Section 302. Selection of Series 2014 Bonds to Be Redeemed.**

(a) The Paying Agent shall call Series 2014 Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of written instructions of the Agency specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Series 2014 Bonds to be called for redemption. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met.

(b) Series 2014 Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When fewer than all of the Outstanding Series 2014 Bonds are to be redeemed, such Series 2014 Bonds shall be redeemed in such principal amounts and from such Stated Maturities as the Agency, in its sole and absolute discretion, may determine, and Series 2014 Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount in such equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Series 2014 Bonds by lot when Series 2014 Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption, each \$5,000 of face value shall be treated as though it were a separate Series 2014 Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Series 2014 Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Series 2014 Bond or the Registered Owner's duly authorized agent shall present and surrender such Series 2014 Bond to the Paying Agent (1) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Series 2014 Bond or Series 2014 Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Series 2014 Bond. If the Registered Owner of any such Series 2014 Bond fails to present such Series 2014 Bond to the Paying Agent for payment and exchange as provided, such Series 2014 Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

**Section 303. Notice and Effect of Call for Redemption.** Unless waived by any Registered Owner of Series 2014 Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the Agency by mailing a copy of an official redemption notice by first-class mail at least 30 days prior to the Redemption Date to the Purchaser and each Registered Owner of the Series 2014 Bonds to be redeemed at the address shown on the Bond Register.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Series 2014 Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Series 2014 Bonds, the respective principal amounts) of the Series 2014 Bonds to be redeemed;

(d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Series 2014 Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(e) the place where such Series 2014 Bonds are to be surrendered for payment of the Redemption Price, which shall be the Designated Office.

The failure of any Registered Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Agency shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Series 2014 Bonds or portions of Series 2014 Bonds that are to be redeemed on that date.

Official notice of redemption having been given as provided, the Series 2014 Bonds or portions of Series 2014 Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the Agency defaults in the payment of the Redemption Price) such Series 2014 Bonds or portion of Series 2014 Bonds shall cease to bear interest. Upon surrender of such Series 2014 Bonds for redemption in accordance with such notice, the Redemption Price of such Series 2014 Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Series 2014 Bond, there shall be prepared for the Registered Owner a new Series 2014 Bond or Series 2014 Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Series 2014 Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

## ARTICLE IV

### SECURITY FOR AND PAYMENT OF SERIES 2014 BONDS

**Section 401. Security for the Series 2014 Bonds.** The Series 2014 Bonds shall be general obligations of the Agency payable as to both principal and interest from ad valorem taxes which may be levied upon all the taxable property within the County. The full faith, credit and resources of the Agency are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Series 2014 Bonds as the same become due.

**Section 402. Levy and Collection of Annual Tax.** For the purpose of providing for the payment of the principal of and interest on the Series 2014 Bonds as the same become due, there is hereby levied upon all of the taxable property within the County a special tax pursuant to the Act and the JPA Agreement in an amount not to exceed 3.5¢ on each \$100 of taxable valuation, in addition to all other taxes, sufficient in rate and amount to provide for the payment in full and when due of the principal or Redemption Price of and interest on the Series 2014 Bonds as the same becomes due and payable in each year, the Agency hereby pledging such levy of taxes for such purpose.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as ad valorem taxes of the County are levied and collected. The proceeds derived from such taxes shall be deposited in the Debt Service Fund, shall be kept separate and apart from all other funds of the Agency and shall be used

solely for the payment of the principal of and interest on the Series 2014 Bonds as and when the same become due and the fees and expenses of the Paying Agent.

## **ARTICLE V**

### **ESTABLISHMENT OF FUNDS; DEPOSIT AND APPLICATION OF MONEY**

**Section 501. Establishment of Funds.** There have been or shall be established in the treasury of the Agency and shall be held and administered by the Treasurer the following separate funds:

- (a) Construction Fund
- (b) Debt Service Fund
- (c) Rebate Fund.

**Section 502. Deposit of Series 2014 Bond Proceeds.** The net proceeds received from the sale of the Series 2014 Bonds shall be deposited simultaneously with the delivery of the Series 2014 Bonds as follows:

(a) All accrued interest received from the sale of the Series 2014 Bonds shall be deposited in the Debt Service Fund and applied in accordance with **Section 504** hereof.

(b) The sum of \$7,500,000 from the proceeds of the Series 2014 Bonds, together with approximately \$380,000 of funds provided by the Agency, shall be paid and transferred to Union Bank & Trust Company and held for the payment of the Series 2007 Bonds, with irrevocable instructions to apply such amount to the payment of the principal or redemption price of and interest on the Refunded Bonds.

(c) The remaining balance of the proceeds derived from the sale of the Series 2014 Bonds shall be deposited in the Construction Fund and shall be applied in accordance with **Section 503** hereof.

**Section 503. Application of Money in the Construction Fund.** Money in the Construction Fund shall be used by the Agency solely for the purpose of (a) paying the costs of the 2014 Project in accordance with the plans and specifications therefor prepared by the Agency's architects approved by the Board and on file in the office of the Secretary, including any alterations in or amendments to such plans and specifications deemed advisable by the Agency's architects and approved by the Board, and (b) paying the costs and expenses of issuing the Series 2014 Bonds.

The Treasurer shall make a withdrawal from the Construction Fund only upon a duly authorized and executed order of the Board accompanied by a certificate executed by the Agency's architects stating that such payment is being made for a purpose within the scope of this Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Nothing hereinbefore contained shall prevent the payment out of the Construction Fund of all costs and expenses incident to the issuance of the Series 2014 Bonds without a certificate from the Agency's architects.



Upon completion of the 2014 Project, any surplus remaining in the Construction Fund shall be transferred to and deposited in the Debt Service Fund.

**Section 504. Application of Money in the Debt Service Fund.** All amounts paid and credited to the Debt Service Fund shall be expended and used by the Agency for the sole purpose of paying the principal or Redemption Price of and interest on the Series 2014 Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Fund sums sufficient to pay both principal or Redemption Price of and interest on the Series 2014 Bonds and the fees and expenses of the Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owners of Series 2014 Bonds are no longer entitled to enforce payment of the Series 2014 Bonds or the interest thereon, the Paying Agent shall return such funds to the Agency. All money deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Series 2014 Bonds entitled to payment from such money.

Any money or investments remaining in the Debt Service Fund after the retirement of the indebtedness for which the Series 2014 Bonds were issued and all other indebtedness of the Agency shall be transferred and paid into the General Fund of the Agency.

**Section 505. Deposits and Investment of Money.** Money in each of the funds created by and referred to in this Resolution shall be deposited in a bank or banks or other legally permitted financial institutions that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the financial institutions holding such deposits as provided by the laws of the State. All money held in the funds created by this Resolution shall be kept separate and apart from all other funds of the Agency so that there shall be no commingling of such funds with any other funds of the Agency.

Money held in any fund referred to in this Resolution may be invested by the Treasurer at the direction of the Board, in accordance with this Resolution and the Tax Certificate, in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than the date when the money invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

**Section 506. Payments Due on Saturdays, Sundays and Holidays.** If any payment on a Series 2014 Bond is due on a date which is not a Business Day, then such payment need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on such payment date, and no interest shall accrue for the period after such payment date.

**Section 507. Nonpresentment of Series 2014 Bonds.** If any Series 2014 Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Series 2014 Bond have been made available to the Paying Agent all liability of the Agency to the Registered Owner thereof for the payment of such Series 2014 Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Series 2014 Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such Series 2014 Bond. If any Series 2007 Bond is not presented for



payment within four years following the date when such Series 2014 Bond becomes due at Maturity, the Paying Agent shall repay to the Agency the funds theretofore held by it for payment of such Series 2014 Bond, and such Series 2014 Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Agency, and the Registered Owner thereof shall be entitled to look only to the Agency for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Agency shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

**Section 508. Redemption of Series 2007 Bonds.** The outstanding Series 2007 Bonds, becoming due on December 15 in the years 2014 through 2027, in the aggregate principal amount of \$7,350,000, are hereby called for redemption and payment prior to maturity on the date determined by the Chair or Vice Chair in accordance with the provisions of **Section 212**. The Refunded Bonds shall be redeemed at the office of Wells Fargo Bank, National Association, the paying agent for the Series 2007 Bonds, on such redemption date by the payment of the redemption price thereof, together with accrued interest thereon to the redemption date. In accordance with the requirements of the 2007 Resolution, the Secretary is hereby directed to cause notice of the call for redemption and payment of the Series 2007 Bonds to be given in the manner provided in the 2007 Resolution. The officers of the Agency and the paying agent for the Series 2007 Bonds are hereby authorized and directed to take such other action as may be necessary in order to effect the redemption and payment of the Series 2007 Bonds as herein provided.

## ARTICLE VI

### REMEDIES

**Section 601. Remedies.** The provisions of this Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Agency and the Registered Owners of the Series 2014 Bonds, and the Registered Owner or Owners of not less than 10% in aggregate principal amount of the Series 2014 Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Series 2014 Bonds similarly situated:

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the Agency and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Resolution or by the constitution and laws of the State;
- (b) by suit, action or other proceedings in equity or at law to require the Agency, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Series 2014 Bonds.

**Section 602. Limitation on Rights of Registered Owners.** The covenants and agreements of the Agency contained herein and in the Series 2014 Bonds shall be for the equal benefit, protection and security of the Registered Owners of any or all of the Series 2014 Bonds. All of the Series 2014 Bonds shall be of equal rank and without preference or priority of one Series 2014 Bond over any other Series 2014 Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Series 2014 Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Resolution. No one or more Registered Owners secured hereby shall have

any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Series 2014 Bonds.

**Section 603. Remedies Cumulative.** No remedy conferred herein upon the Registered Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Series 2014 Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Registered Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Series 2014 Bonds by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Registered Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Registered Owner, then, and in every such case, the Agency and the Registered Owners of the Series 2014 Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Registered Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

## ARTICLE VII

### DEFEASANCE

**Section 701. Defeasance.** When the principal or Redemption Price of and interest on any or all of the Series 2014 Bonds have been paid and discharged, then the requirements contained in this Resolution and the pledge of the Agency's faith and credit hereunder and all other rights granted hereby shall terminate with respect to such Series 2014 Bonds so paid and discharged. Series 2014 Bonds or the interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company having full trust powers, at or prior to the Stated Maturity or Redemption Date of such Series 2014 Bonds, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of such Series 2014 Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments, provided, however, that if any such Series 2014 Bonds are to be redeemed prior to their Stated Maturity, (a) the Agency has elected to redeem such Series 2014 Bonds, and (b) either notice of such redemption has been given, or the Agency has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to give such notice of redemption in compliance with **Section 302(a)** hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Agency, for the purpose of paying and discharging any of the Series 2014 Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of the Series 2014 Bonds, and such money shall be and is hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Resolution.

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

#### **Section 801. Tax Covenants.**

(a) The Agency covenants and agrees that (1) it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Series 2014 Bonds, and (2) it will not use or permit the use of any proceeds of Series 2014 Bonds or any other funds of the Agency, nor take or permit any other action, or fail to take any action, which would adversely affect the exclusion from federal gross income of the interest on the Series 2014 Bonds. The Agency will also adopt such other resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future laws, in order to ensure that the interest on the Series 2014 Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Agency.

(b) The Agency covenants and agrees that (1) it will use the proceeds of the Series 2014 Bonds as soon as practicable and with all reasonable dispatch for the purposes for which the Series 2014 Bonds are issued, and (2) it will not invest or directly or indirectly use or permit the use of any proceeds of the Series 2014 Bonds or any other funds of the Agency in any manner, or take or omit to take any action, that would cause the Series 2014 Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(c) The Agency covenants and agrees that it will pay or provide for the payment from time to time of all arbitrage rebate to the United States pursuant to Section 148(f) of the Code and the Tax Certificate. This covenant shall survive payment in full or defeasance of the Series 2014 Bonds. The Tax Certificate may be amended or replaced if, in the opinion of Bond Counsel, such amendment or replacement will not adversely affect the exclusion from federal gross income of the interest on the Series 2014 Bonds.

(d) The Agency covenants and agrees that it will not use any portion of the proceeds of the Series 2014 Bonds, including any investment income earned on such proceeds, directly or indirectly, (1) in a manner that would cause any Series 2014 Bond to be a “private activity bond” within the meaning of Section 141(a) of the Code, or (2) to make or finance a loan to any Person.

(e) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Series 2014 Bonds pursuant to **Article VII** hereof or any other provision of this Resolution, until the final maturity date of all Series 2014 Bonds Outstanding.

**Section 802. Post-Issuance Compliance Policies and Procedures.** In order to promote compliance with certain federal tax and securities laws relating to the Series 2014 Bonds herein authorized (as well as other outstanding indebtedness) the policy and procedures attached hereto as **Exhibit E** (the “Post-Issuance Compliance Policy and Procedures”) are hereby adopted and approved in all respects. To the extent that there is any inconsistency between the attached Post-Issuance Compliance Policy and Procedures and any similar policy or procedures previously adopted and approved, the Post-Issuance Compliance Policy and Procedures shall control.

**Section 803. Continuing Disclosure.** The Agency hereby (1) authorizes and directs that its Chair execute and deliver, on the date of issue of the Series 2014 Bonds, the Continuing Disclosure Agreement in such form as shall be satisfactory to Bond Counsel, and (2) covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Resolution, failure of the Agency to comply with the Continuing Disclosure Agreement shall not be considered an event of default hereunder; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Agreement) or any Beneficial Owner or any Registered Owner of a Series 2014 Bond may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Agency to comply with its obligations under this **Section 803**.

**Section 804. Amendments.** The rights and duties of the Agency and the Registered Owners, and the terms and provisions of the Series 2014 Bonds or of this Resolution, may be amended or modified at any time in any respect by resolution of the Agency with the written consent of the Registered Owners of not less than a majority in aggregate principal amount of the Series 2014 Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Secretary, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Series 2014 Bond;
- (b) effect a reduction in the amount which the Agency is required to pay as principal of or interest on any Series 2014 Bond;
- (c) permit preference or priority of any Series 2014 Bond over any other Series 2014 Bond; or
- (d) reduce the percentage in principal amount of Series 2014 Bonds required for the written consent to any modification or alteration of the provisions of this Resolution.

Any provision of the Series 2014 Bonds or of this Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Agency at any time in any legal respect with the written consent of the Registered Owners of all of the Series 2014 Bonds at the time Outstanding.

Without notice to or the consent of any Registered Owners, the Agency may amend or supplement this Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Registered Owners.

Every amendment or modification of the provisions of the Series 2014 Bonds or of this Resolution, to which the written consent of the Registered Owners is given, as above provided, shall be expressed in a resolution adopted by the Board amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the Secretary, and shall be made available for inspection by the Registered Owner of any Series 2014 Bond or a prospective purchaser or owner of any Series 2014 Bond authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Resolution will be sent by the Secretary to any such Registered Owner or prospective purchaser.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Secretary a copy of such amendatory or supplemental resolution of the Agency, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Series 2014 Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Series 2014 Bonds any reference to such amendment or modification.

The Agency shall furnish to the Paying Agent a copy of any amendment to the Series 2014 Bonds or this Resolution which affects the duties or obligations of the Paying Agent under this Resolution.

**Section 805. Notices, Consents and Other Instruments by Registered Owners.** Any notice, consent, request, direction, approval or other instrument to be signed and executed by any Registered Owner may be in any number of concurrent writings of similar tenor and may be signed or executed by such Registered Owner in person or by an agent with written authorization. Proof of the execution of any such instrument or writing appointing any such agent and of the ownership of Series 2014 Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the Agency and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Series 2014 Bonds, the amount or amounts, numbers and other identification of Series 2014 Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Registered Owners of the requisite aggregate principal amount of Series 2014 Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Resolution, Series 2014 Bonds owned by the Agency shall be disregarded and deemed not to be Outstanding under this Resolution, except that, in determining whether the Registered Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Series 2014 Bonds which the Registered Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Series 2014 Bonds so owned which have been pledged in good faith shall not be disregarded as provided if the pledgee establishes to the satisfaction of the Registered Owners the pledgee's right so to act with respect to such Series 2014 Bonds and that the pledgee is not the Agency.

**Section 806. Further Authority.** The officers of the Agency, including the Chair and Secretary, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 807. Severability.** If any section or other part of this Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

**Section 808. Governing Law.** This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

**Section 809. Effective Date.** This Resolution shall take effect and be in full force from and after its passage by the Board as provided by law.

*[The remainder of this page intentionally left blank.]*



**PASSED:** August 26, 2014.

**LANCASTER COUNTY FAIRGROUNDS  
JOINT PUBLIC AGENCY IN THE STATE OF  
NEBRASKA**

ATTEST:

By:   
Chair

[S E A L]


By:   
Secretary

EXHIBIT A

(FORM OF BOND)

EXCEPT AS OTHERWISE PROVIDED IN THE RESOLUTION (REFERRED TO HEREIN), THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (AS DEFINED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

Registered  
No. R-\_\_\_\_\_

Registered  
\$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF NEBRASKA  
LANCASTER COUNTY FAIRGROUNDS JOINT PUBLIC AGENCY

LIMITED TAX FACILITY BOND, SERIES 2014

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>CUSIP Number</u>
%	_____, 20__	_____, 2014	513879

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

LANCASTER COUNTY FAIRGROUNDS JOINT PUBLIC AGENCY (the "Agency"), a joint public agency duly organized and validly existing under and pursuant to the Joint Public Agency Act (Chapter 13, Article 25, Reissue Revised Statutes of Nebraska, the "Act") and the Lancaster County Fairgrounds Joint Public Agency Agreement dated October 17, 2000 (the "Agreement") duly authorized, executed and delivered by The County of Lancaster, Nebraska (the "County") and the Lancaster County Agricultural Society (the "Society"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount stated above on the Maturity Date shown above unless called for redemption prior to such Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ in each year, beginning \_\_\_\_\_, 20\_\_, until the Principal Amount has been paid.

The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption by check or draft mailed to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the designated corporate trust administration office of \_\_\_\_\_ (the "Paying Agent"). The interest

payable on this Bond on any interest payment date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Paying Agent at the close of business on the Record Date for such interest, which shall be the last business day of the month next preceding the month in which such interest payment date occurs. Such interest shall be payable by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the bond register. The principal or redemption price of and interest on this Bond shall be payable by check or draft in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Paying Agent.

**IT IS HEREBY DECLARED AND CERTIFIED** that all acts, conditions and things required to be done and to exist precedent to and in the issuance of the Bonds have been done and performed and do exist in due and regular form and manner as required by the constitution and laws of the State of Nebraska; that the Agency has covenanted and agreed that it will cause to be levied and collected a direct annual tax, in addition to all other taxes, upon all taxable property in the County in accordance with the provisions of the Act and the Agreement sufficient in rate and amount to pay the principal or redemption price of and interest on the Bonds when due; and that the total indebtedness of the Agency, including this Bond and the series of which it is one, does not exceed any constitutional or statutory limitation.

**IN WITNESS WHEREOF, LANCASTER COUNTY FAIRGROUNDS JOINT PUBLIC AGENCY** has caused this Bond to be executed by the manual or facsimile signature of the Chair of the Board and attested by the manual or facsimile signature of the Secretary of the Board.

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Bonds  
of the issue described in the  
within-mentioned Resolution.

Registration Date: \_\_\_\_\_

\_\_\_\_\_,  
Paying Agent

By: \_\_\_\_\_  
Authorized Officer or Signatory

**LANCASTER COUNTY FAIRGROUNDS  
JOINT PUBLIC AGENCY**

By: \_\_\_\_\_ (facsimile signature)  
Chair

ATTEST

By: \_\_\_\_\_ (facsimile signature)  
Secretary

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(FORM OF REVERSE SIDE OF BOND)

**ADDITIONAL PROVISIONS**

This Bond is one of an authorized series of bonds of the Agency designated "Limited Tax Facility Bonds, Series 2014," aggregating the principal amount of \$9,900,000 (the "**Bonds**"), issued by the Agency for the purpose of (a) providing for the payment and redemption of \$7,350,000 outstanding aggregate principal amount of the Agency's Limited Tax Facility Bonds, Series 2007, dated October 17, 2007, (b) [describe project \_\_\_\_\_] (collectively, the "**Project**") and (c) paying the costs of issuing the Bonds, under the authority of and in full compliance with the constitution and laws of the State of Nebraska, and pursuant to the Act, the Agreement and the Bond Resolution duly passed (the "**Resolution**") and proceedings duly and legally had by the Board of the Agency. Reference is hereby made to the Act, the Agreement and the Resolution to all of the provisions of each of which any Registered Owner hereof by the acceptance hereof thereby assents, for a description of the nature and extent of the security for the Bonds, the terms and conditions upon which the Agency may issue obligations thereunder, definitions of terms, the funds, taxes and revenues pledged to the payment of the principal or redemption price of and interest on the Bonds, the nature and extent and manner of enforcement of the pledge, the rights and remedies of the Registered Owner hereof with respect thereto; the terms and conditions upon which this Bond is issued; and the rights, duties and obligations of the Agency. Certified copies of the Resolution and the Agreement are on file at the office of the Agency and at the Designated Office (defined in the Resolution) of the Paying Agent.

At the option of the Agency, Bonds or portions thereof maturing on or after \_\_\_\_\_, 201\_\_\_\_ may be redeemed and paid prior to maturity at any time on or after \_\_\_\_\_, 201\_\_\_\_, as a whole or in part in such principal amounts and from such maturity or maturities as the Agency may determine (Bonds of less than a full maturity to be selected in multiples of \$5,000 principal amount in such equitable manner as the Paying Agent shall designate) at a redemption price equal to 100% of the principal amount being redeemed, plus accrued interest on such principal amount to the redemption date.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first-class mail at least 30 days prior to the redemption date to the original purchaser of the Bonds and each registered owner of the Bond or Bonds to be redeemed at the address shown on the bond register maintained by the Paying Agent. Notice of redemption having been given as provided, the Bonds or portions of Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Agency defaults in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds constitute general obligations of the Agency payable as to both principal and interest from ad valorem taxes which may be levied in accordance with the provisions of the Act and the Agreement upon all the taxable property within the County sufficient in rate and amount to pay the principal or redemption price of and interest on this Bond when and as the same become due.

The Bonds are issuable in the form of fully registered Bonds in the denominations of \$5,000 or any integral multiple thereof.

This Bond may be transferred or exchanged, as provided in the Resolution, only on the bond register kept for that purpose at the Designated Office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying

Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Resolution and upon payment of the charges therein prescribed. The Agency and the Paying Agent may deem and treat the person in whose name this Bond is registered on the bond register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature or with respect to each form of Bonds, registered in the nominee name of The Depository Trust Company (the "**Securities Depository**"), is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Agency and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (a) payments of principal or redemption price of and interest on this Bond, (b) notices and (c) voting. Transfer of principal or redemption price and interest payments to participants of the Securities Depository, and transfer of principal or redemption price and interest payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Agency and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal or redemption price of and interest on this Bond shall be made in accordance with existing arrangements among the Agency, the Paying Agent and the Securities Depository.

**EXCEPT AS OTHERWISE PROVIDED IN THE RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.**

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**ASSIGNMENT**

**FOR VALUE RECEIVED**, the undersigned hereby sells, assigns and transfers unto

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Print or Type Name, Address and Social Security Number  
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ agent to transfer the within Bond on the books kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

\_\_\_\_\_  
(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT E**

**POST-ISSUANCE COMPLIANCE POLICIES AND PROCEDURES**

**Policy and Procedures  
Federal Tax Law and Disclosure Requirements for  
Tax-exempt Bonds and/or Build America Bonds**

**ISSUER NAME:** Lancaster County Agricultural Society

**COMPLIANCE OFFICER (BY TITLE):** Managing Director

**POLICY**

It is the policy of the Issuer identified above (the “Issuer”) to comply with all Federal tax requirements and securities law continuing disclosure obligations for its obligations issued as tax-exempt bonds or as direct pay build America bonds to ensure, as applicable (a) that interest on its tax-exempt bonds remains exempt from Federal income tax, (b) that the direct payments associated with its bonds issued as “build America bonds” are received by the Issuer in a timely manner and (c) compliance with any continuing disclosure obligations of the Issuer with respect to its outstanding bonds.

**PROCEDURES**

Compliance Officer. Review of compliance with Federal tax requirements and securities law continuing disclosure obligations as generally outlined below shall be conducted by the Compliance Officer identified above (the “Compliance Officer”). To the extent more than one person has been delegated specific responsibilities, the Compliance Officer shall be responsible for ensuring coordination of all compliance review efforts.

Training. The Compliance Officer shall evaluate and review educational resources regarding post-issuance compliance with Federal tax and securities laws, including periodic review of resources published for issuers of tax-exempt obligations by the Internal Revenue Service (either on its website at <http://www.irs.gov/taxexemptbond>, or elsewhere) and the Municipal Securities Rulemaking Board (either on its Electronic Municipal Market Access website [“EMMA”] at <http://www.emma.msrb.org>, or elsewhere).

Compliance Review. A compliance review shall be conducted at least annually by or at the direction of the Compliance Officer. The review shall occur at the time the Issuer’s annual audit takes place, unless the Compliance Officer otherwise specifically determines a different time period or frequency of review would be more appropriate.

Scope of Review.

*Document Review.* At the compliance review, the following documents (the “Bond Documents”) shall be reviewed for general compliance with covenants and agreements and applicable regulations with respect to each outstanding bond issue:

- (a) the resolution(s) and/or ordinance(s), as applicable, adopted by the governing body of the Issuer authorizing the issuance of its outstanding bonds, together with any documents setting the final rates and terms of such bonds (the “Authorizing Proceedings”),
- (b) the tax documentation associated with each bond issue, which may include some or all of the following (the “Tax Documents”):

- (i) covenants, certifications and expectations regarding Federal tax requirements which are described in the Authorizing Proceedings;
  - (ii) Form 8038 series filed with the Internal Revenue Service;
  - (iii) tax certificates, tax compliance agreements, tax regulatory agreement or similar documents;
  - (iv) covenants, agreements, instructions or memoranda with respect to rebate or private use;
  - (v) any reports from rebate analysts received as a result of prior compliance review or evaluation efforts; and
  - (vi) any and all other agreements, certificates and documents contained in the transcript associated with the Authorizing Proceedings relating to federal tax matters.
- (c) the Issuer's continuing disclosure obligations, if any, contained in the Authorizing Proceedings or in a separate agreement (the "Continuing Disclosure Obligations"), and
- (d) any communications or other materials received by the Issuer or its counsel, from bond counsel, the underwriter or placement agent or its counsel, the IRS, or any other material correspondence relating to the tax-exempt status of the Issuer's bonds or relating to the Issuer's Continuing Disclosure Obligations.

*Use and Timely Expenditure of Bond Proceeds.* Expenditure of bond proceeds shall be reviewed by the Compliance Officer to ensure (a) such proceeds are spent for the purpose stated in the Authorizing Proceedings and as described in the Tax Documents and (b) that the proceeds, together with investment earnings on such proceeds, are spent within the timeframes described in the Tax Documents, and (c) that any mandatory redemptions from excess bond proceeds are timely made if required under the Authorizing Proceedings and Tax Documents.

*Arbitrage Yield Restrictions and Rebate Matters.* The Tax Documents shall be reviewed by the Compliance Officer to ensure compliance with any applicable yield restriction requirements under Section 148(a) of the Internal Revenue Code (the "Code") and timely calculation and payment of any rebate and the filing of any associated returns pursuant to Section 148(f) of the Code. A qualified rebate analyst shall be engaged as appropriate or as may be required under the Tax Documents.

*Use of Bond Financed Property.* Expectations and covenants contained in the Bond Documents regarding private use shall be reviewed by the Compliance Officer to ensure compliance. Bond-financed properties shall be clearly identified (by mapping or other reasonable means). Prior to execution, the Compliance Officer (and bond counsel, if deemed appropriate by the Compliance Officer) shall review (a) all proposed leases, contracts related to operation or management of bond-financed property, sponsored research agreements, take-or-pay contracts or other agreements or arrangements or proposed uses which have the potential to give any entity any special legal entitlement to the bond-financed property, (b) all proposed agreements which would result in disposal of any bond-financed property, and (c) all proposed uses of bond-financed property which were not anticipated at the time the bonds were issued. Such actions could be prohibited by the Authorizing Proceedings, the Tax Documents or Federal tax law.

*Continuing Disclosure.* Compliance with the Continuing Disclosure Obligations with respect to each bond issue shall be evaluated (a) to ensure timely compliance with any annual disclosure requirement, and (b) to ensure that any material events have been properly disclosed as required by the Continuing Disclosure Obligation.

Record Keeping. If not otherwise specified in the Bond Documents, all records related to each bond issue shall be kept for the life of the indebtedness associated with such bond issue (including all tax-exempt refundings) plus six (6) years.

Incorporation of Tax Documents. The requirements, agreements and procedures set forth in the Tax Documents, now or hereafter in existence, are hereby incorporated into these procedures by this reference and are adopted as procedures of the Issuer with respect to the series of bonds to which such Tax Documents relate.

Consultation Regarding Questions or Concerns. Any questions or concerns which arise as a result of any review by the Compliance Officer shall be raised by the Compliance Officer with the Issuer's counsel or with bond counsel to determine whether non-compliance exists and what measures should be taken with respect to any non-compliance.

VCAP and Remedial Actions. The Issuer is aware of (a) the Voluntary Closing Agreement Program (known as "VCAP") operated by the Internal Revenue Service which allows issuers under certain circumstances to voluntarily enter into a closing agreement in the event of certain non-compliance with Federal tax requirements and (b) the remedial actions available to issuers of certain bonds under Section 1.141-12 of the Income Tax Regulations for private use of bond financed property which was not expected at the time the bonds were issued.

**AMENDED AND RESTATED JOINT PUBLIC AGENCY AGREEMENT  
CREATING THE  
LANCASTER COUNTY FAIRGROUNDS JOINT PUBLIC AGENCY**

THIS AMENDED AND RESTATED JOINT PUBLIC AGENCY AGREEMENT (the "Agreement") is made this 20 day of August, 2014, by and between the LANCASTER COUNTY AGRICULTURAL SOCIETY (the "Society"), and THE COUNTY OF LANCASTER, NEBRASKA (the "County").

WITNESSETH:

WHEREAS, the County is a duly created and existing political subdivision of the State of Nebraska; and,

WHEREAS, the Society is a duly formed, organized, and validly existing County Agricultural Society and political subdivision of the State of Nebraska; and,

WHEREAS, the Society desires to acquire land and construct capital improvements thereon for the establishment and expansion of the Lancaster County Fairgrounds (the "Fairgrounds"); and,

WHEREAS, the County and the Society (together, the "Participants") have passed resolutions as required by law determining that it is in the best interest of the Participants and the taxpayers of the County to finance the above land and capital improvements through bonds issued by a Joint Public Agency.

NOW THEREFORE, in consideration of the premises and covenants contained herein, the Participants agree as follows;

**ARTICLE I.**

**CREATION OF THE JOINT PUBLIC AGENCY**

Pursuant to Sections 13-2501 to 13-2550, Reissue Revised Statutes of Nebraska, as amended (the "Act"), the Participants hereby create a joint public agency which shall be named the Lancaster County Fairgrounds Joint Public Agency (the "Agency") and which shall constitute a separate political subdivision and a public body corporate and politic of the State of Nebraska under the provisions of the Act. The Agency shall be subject to control by the Participants in accordance with the terms of this Agreement. The governing body of each Participant has passed a resolution after published notice of the same as required by Section 13-2509, Reissue Revised Statutes of Nebraska, as amended determining that a need for the Agency exists. A certified copy of each approving resolution shall be kept on file by the Agency at the County Clerk's office located at 555 South 10<sup>th</sup> Street, Lincoln, Nebraska. The governing body of the Agency (the "Board") shall submit a statement to the State of Nebraska Secretary of State as provided for in Section 13-2510, Reissue Revised Statutes of Nebraska, as amended. The Agency's existence shall commence upon the issuance of a certificate of creation by the Secretary of State as provided in Section 13-2511, Reissue Revised Statutes of Nebraska, as amended.

## ARTICLE II.

### PURPOSES

The purposes of the Agency are as follows:

(a) To exercise any power, privilege or authority to provide for the acquisition of land and the construction, equipping, furnishing and financing such capital improvements or other projects pertaining to, for the benefit of, or related to the Fairgrounds as shall be determined by the Board to be necessary, desirable, advisable or in the best interests of the Participants in the manner and as provided for by the Act.

(b) To provide for the acquisition of land for the Fairgrounds; to provide for the acquisition and construction of capital improvements upon, pertaining to, for the benefit of, or related to the Fairgrounds; to issue bonds to finance the same; and to levy a tax as provided by the Act and this Agreement to pay the principal of, premium, if any, and interest on such bonds, when and as the same shall become due.

## ARTICLE III.

### ORGANIZATION

(a) Governing Body. The Board of the Agency shall consist of such number of representatives as shall be determined by the agreement of the Participants from time to time. The initial Board shall consist of five representatives of which the Society shall appoint three and the County shall appoint two.

(b) Term of Office. Unless otherwise disqualified by the provisions of the Act, and except as provided in this Agreement or any amendment hereto, each representative shall serve a two-year term beginning on the January 15 following the appointment of such representative and ending on the later of (i) the January 14 two years later or (ii) appointment of such representative's successor. The initial terms of the representatives appointed by the County and the Society shall be as follows: the Society shall appoint one representative for an initial term ending January 14, 2002 and two representatives for an initial term ending January 14, 2003; the County shall appoint one representative for an initial term ending January 14, 2002 and one representative for an initial term ending January 14, 2003.

(c) Appointment of Representatives. Each representative shall be appointed, and alternate representative may be appointed, in accordance with the provisions of Section 13-2509 of the Act. Each representative shall be eligible for reappointment upon the expiration of his or her term. A representative shall automatically be removed when he or she ceases to be a member of the governing body of the Participant represented. A vacancy shall be filled for the balance of the unexpired term of a person who is no longer eligible to hold office, in the same manner as the original appointment, until such term expires, or the replacement representative is removed by the Participant. A representative may be removed for any cause, at any time, by the governing body of the Participant for which the representative acts. The representative shall receive no compensation for his or her services,



but shall be entitled to actual and necessary expenses incurred in the discharge of his or her official duties.

(d) Voting. Unless the Board unanimously adopts different rules relating to voting by representatives, each representative shall have one vote on matters before the Board. Except as may otherwise be provided herein, or in any agreement to which the Agency is a party, all actions of the Agency may be taken with the concurrence of a majority of the representatives entitled to vote.

Whenever four (4) affirmative votes are required for any action by the Agency pursuant to this Agreement or any other agreement to which the Agency is a party, the representatives of the County shall cast their votes as directed by the County Board.

(e) The Board shall adopt rules of governance that will include at a minimum, the following:

(i.) Quorum. A majority of the representatives shall constitute a quorum for the transaction of any Agency business, provided however, that the representatives constituting a quorum must include a representative of the County.

(ii.) Officers. The Board shall elect a chair and vice-chair from among the representatives. The Board shall elect a secretary as provided for in Section 13-2516 of the Act and appoint a treasurer who each shall serve at the pleasure of the Board and until their respective successors shall be appointed or elected as the case may be.

(f) Meetings and Notice. Meetings of the Board may be called by the chair or any two representatives. Written notice of the meeting and agenda shall be provided to each representative, the secretary of the Society, and the County's Board of Commissioners by delivery of the same to the Lancaster County Clerk at least seven (7) days prior to each such meeting.

The Board shall also give public notice of the meeting pursuant to Section 84-1411, Reissue Revised Statutes of Nebraska, as amended. Public notice shall be given by publishing the same in the Lincoln Journal-Star and maintaining an agenda in the office of the County Clerk which shall be available for inspection by the public. All meetings shall be conducted in accordance with the Open Meetings Laws of Nebraska, Chapter 84, Article 14, Reissue Revised Statutes of Nebraska, as amended.

(g) Treasurer's Bond. In the event that there is no treasurer's bond that expressly insures the Agency against loss resulting from the fraudulent, illegal, negligent, or otherwise wrongful or unauthorized acts or conduct by or on the part of any person authorized to sign checks, drafts, warrants, or other instruments in writing, there shall be procured and filed with the secretary of the Agency, together with the written authorization filed with the secretary, a surety bond, effective for protection against the loss, in such form and penal amount and with such corporate surety as shall be approved in writing by the signed endorsement thereon of any two officers of the Agency other than the treasurer.

## **ARTICLE IV.**

### **DURATION**

The duration of the Agency shall be perpetual, commencing with the date of issuance of the certificate of creation, and shall continue in effect until terminated as provided in Article XIII of this Agreement.

## **ARTICLE V.**

### **POWERS**

The Agency shall have such powers as are allowed by the Act, and any amendments thereto including, but not limited to, the powers:

- (a) to incur debts, liability, or obligations, including the borrowing of money and the issuance of bonds, secured or unsecured, pursuant to the Act;
- (b) to borrow money or accept contributions, grants, or other financial assistance from a public agency and to comply with such conditions and enter into such contracts, covenants, mortgages, trust indenture, leases, or agreements as may be necessary, convenient, or desirable;
- (c) subject to any agreements with holders of outstanding bonds, to invest any funds held in reserve or sinking funds, or any funds not required for immediate disbursement, including the proceeds from the sale of any bonds, in such obligations, securities, and other investments as the Board shall deem proper;
- (d) to contract with and compensate consultants for professional services including, but not limited to, architects, engineers, planners, lawyers, accountants, financial advisors and others found necessary or useful and convenient to the stated purposes of the Agency;
- (e) to levy taxes upon the taxable property in Lancaster County pursuant to Sections 13-2507 and 77-3443, Reissue Revised Statutes of Nebraska, as amended, to the extent that the authority to levy taxes is expressly and specifically assigned and allocated to the Agency by a Participant in this Agreement. Such levy authority may be exercised by the Agency only to the extent the assigning Participant restricts the exercise of its own levy authority to the same degree and the levy authority allocated to the Agency is reported to the Property Tax Administrator.
- (f) to exercise any other powers which are deemed necessary and convenient to carry out the Act.

## **ARTICLE VI.**

## ISSUANCE OF BONDS

The Agency, by resolution of the Board, may from time to time issue bonds or other evidences of indebtedness payable exclusively from all or a portion of the revenue from one or more projects, from one or more revenue-producing contracts, including securities acquired from any person, or leases made by the Agency with any person, including any Participant, or from its revenues generally which may be additionally secured by a pledge of any grant, subsidy, or contribution from any person or a pledge of any income or revenue, tax revenue, funds, or money of the Agency from any source whatsoever or a mortgage or security interest in any real or personal property, commodity, product, or service or interest therein.

The Agency may from time to time also issue bonds in such principal amounts as the Board shall determine to be necessary to provide sufficient funds to carry out any of the Agency's purposes and powers, including the establishment or increase of reserves, the payment of interest accrued during construction of a project and for such period thereafter as the Board may determine, and the payment of all other costs or expenses of the Agency incident to and necessary or convenient to carry out its purposes and powers.

Notwithstanding any other terms of this Agreement to the contrary, the Agency shall not issue any bonds or other form of indebtedness without the question of said bonds or indebtedness being first presented to, and approved by, the County's Board of Commissioners.

## ARTICLE VII.

### LEVY AUTHORITY

Pursuant to the provisions of Section 13-2507, the Society hereby irrevocably allocates and assigns to the Agency, for the period beginning July 1, 2001 and ending on the date upon which all of the Society Bonds (as hereinafter defined) are no longer deemed to be outstanding and unpaid pursuant to the resolution or resolutions pursuant to which they are issued, its authority to cause the levy of taxes, beginning in the year 2001 for collection in 2002, for the purpose of paying the costs of capital improvements pursuant to Section 2-259, Reissue Revised Statutes of Nebraska, as amended, not to exceed three and one-half cents (\$0.035) on each one hundred dollars of taxable valuation (the "Society Bond Levy") solely for the purpose of paying the principal of, premium, if any, and interest on such bonds of the Agency as may be issued for the purpose of acquiring land for, and constructing, equipping and furnishing certain capital improvements on the Fairgrounds (the "Society Bonds"). The Society hereby covenants and agrees that it shall not, for any year so long as the Society Bonds remain outstanding, cause a tax to be levied pursuant to Section 2-259 unless and until (1) the Agency has certified the Society Bond Levy to the County Board; (2) said levy is sufficient based upon the then-current and applicable certified valuation of property to be taxed to generate tax revenues sufficient to pay the principal of, premium, if any, and interest on the Society Bonds as the same shall fall due the following year; and (3) there remains unused for that tax year a portion of the three and one-half cent levy authority under Section 2-259.

In no event, shall the levy request by the Society pursuant to Section 2-259, when combined with the Society Bond Levy, exceed the greater of three and one-half cents per one hundred dollars of taxable valuation, or the maximum levy authorized by Section 2-259, as amended.

The County shall implement the Agency's Society Bond Levy as requested by the Agency as may be required to pay the principal of, premium, if any, and interest on the Society Bonds as the same become due, and shall not levy less than the Agency's lawful requested or certified levy, as long as any Society Bonds remain outstanding.

The County shall collect and disburse to the trustee named by the Agency, all taxes levied by the Agency.

## **ARTICLE VIII.**

### **CAPITAL IMPROVEMENTS**

The Agency shall enter into or amend one or more agreements between the Agency and the Society in accordance with the provisions of this Agreement with respect to the acquisition of land and the planning, contracting for, acquiring, insuring, and all other aspects of the capital improvements to be constructed or installed on the Fairgrounds, only upon the affirmative vote of four (4) members of the Agency Board.

## **ARTICLE IX.**

### **EXPENSES**

All operating expenses of the Agency (herein defined to be all expenses not payable from the proceeds of the Society Bonds), including, but not limited to, travel expenses, administrative costs, insurance and professional fees, shall be paid by the Society.

## **ARTICLE X.**

### **BUDGETING**

The Board shall prepare a budget based on a fiscal year coinciding with the fiscal year of the Society, for the operation of the Agency. The budget of the Agency shall be established as provided in the Nebraska Budget Act (Chapter 13, Article 5, Reissue Revised Statutes of Nebraska, as amended) and presented to the County Board prior to the Agency's levy certification. The Agency shall cause to be conducted annually an audit conducted by a private qualified auditing business. The resulting audit report shall be delivered to the Agency and the governing body of each Participant.

## **ARTICLE XI.**

### **BIENNIAL REPORT**

Commencing in 2001, and each odd-numbered year thereafter, the Agency shall deliver to the Nebraska Secretary of State prior to April 1, a biennial report on a form prescribed and furnished by the Secretary and a fee of twenty dollars (\$20.00) as required by Section 13-2525, Reissue Revised Statutes of Nebraska, as amended.

## **ARTICLE XII.**

### **NOT FOR PROFIT**

It is expressly understood that the Agency is a public body and is to be operated not for profit, and no profit, dividend, or Agency asset shall inure to the benefit of any individual.

## **ARTICLE XIII.**

### **WITHDRAWAL**

If the governing body of a Participant adopts a resolution setting forth the determination that the need for the Agency no longer exists, the Participant shall be permitted to withdraw from participation in the Agency, but withdrawal shall not affect the obligations of the withdrawing Participant pursuant to this Agreement or any other agreements with the Agency. Withdrawal shall not impair or adversely affect the levy of taxes by the Agency or receipt of revenues for, or the payment of, any outstanding bonds or indebtedness or the interest thereon.

## **ARTICLE XIV.**

### **DISSOLUTION**

The Agency shall not be dissolved so long as the agency has bonds outstanding unless provision for full payment of the bonds and interest thereon, by escrow or otherwise, has been made pursuant to the terms of the bonds or the resolution, indenture, or security instrument securing the bonds. Upon dissolution of the Agency, provided the Society remains an active entity providing county fairs on the Fairgrounds, all interest, if any, in the land, capital improvements, and personal property used in the operation of the Fairgrounds financed by the Society Bonds remaining in the Agency shall be transferred to the Society, all other assets of the Agency shall be transferred to the County. In the event that the Society is no longer active at the time of dissolution, all assets held by the Agency shall be transferred to the County. The Society shall conduct a county fair on the Fairgrounds each year any Society Bonds remain outstanding. The Society further covenants that as long as any Society Bonds remain outstanding, it shall not request that the County Board place the question of reformation of the Society before the registered voters of the County.

## **ARTICLE XV.**

### **MANNER OF ACQUIRING AND HOLDING PROPERTY**

The Board may lease, purchase, or acquire by any means, from a Participant or from any other source, such real and personal property as is required for the operation of the Agency and for carrying out of the purposes of this Agreement. The title to all such property, personal or real, shall be held in the name of the Society. The Agency shall comply with the applicable bidding procedures of the County Purchasing Act, Section 23-3101 *et seq* Reissue Revised Statutes of Nebraska, as amended. The Society shall perform the functions of the purchasing agent designated therein.

All conveyances of real property owned or held in the name of the Agency shall be authorized by resolution of the Board and executed by the Chair.



## ARTICLE XVI.

### AMENDMENT

This Agreement may be amended in writing signed by all the Participants, provided however, that no amendment may be made limiting the duty of the Agency or the Participants created herein to levy and collect taxes for the payment of bonds issued by the Agency. Any amendment to this Agreement must first be approved by resolution of the governing body of each Participant. The amended and restated Agreement shall be filed with the Nebraska Secretary of State.

## ARTICLE XVII.

In exercising its authority and carrying out its duties and functions the Agency shall not discriminate against any employee, applicant for employment, contractor, potential contractor, or any individual or entity on the basis of race, religion, color, sex, national origin, disability, age, marital status, or any other basis prohibited by law.

Dated this 26 day of August, 2014.

LANCASTER COUNTY  
AGRICULTURAL SOCIETY

By: Larry Hudson

Chair

THE COUNTY OF LANCASTER,  
IN THE STATE OF NEBRASKA

By: Jeff Smoyer

Commissioner

By: Larry Hudson

Commissioner

By: Donna D. [Signature]

Commissioner

By: Jane [Signature]

Commissioner

By: Schorr abstained

Commissioner